### **18-1267 Chambers Creek Canyon Trail Development**

### **LIST OF ATTACHMENTS**

**Project Area Map Index for Deeds** 

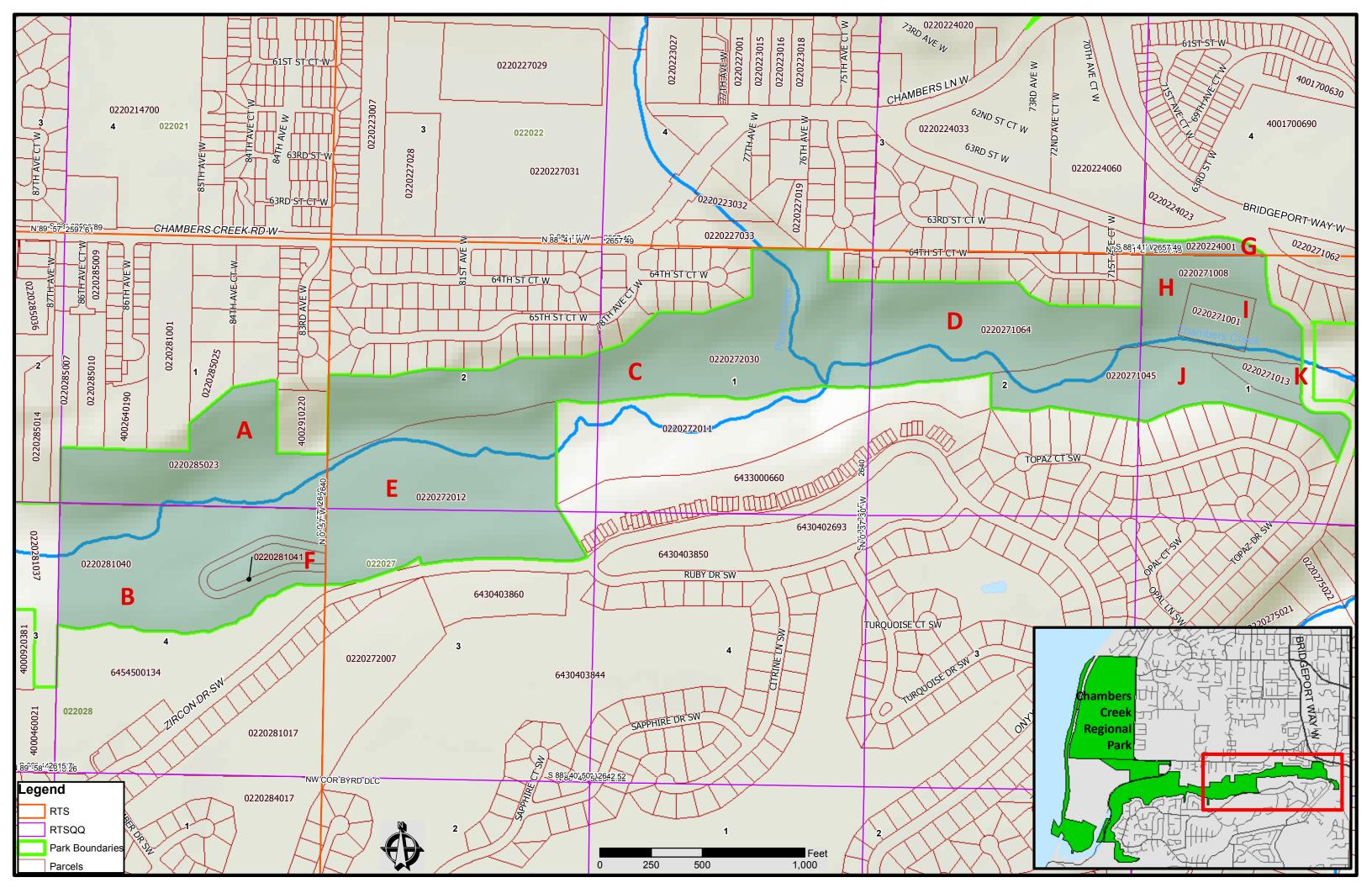
A – Dryer Deed

B, C, & D – Chambers Creek Properties Joint Venture Deed

E & F – Davis Joint Venture Deed

G, H, & I – Hartley Deed

K – Baldwin Deed



## 18-1267 Chambers Creek Canyon Trail Development

A – Dryer Deed

9404120669

• (206) 383-1476 • SEATLE 838-1476 COMMONWEALTH TITLE COMPANY
1120 PACIFIC AVE TACOMA, WA 98402 . (206) 383-1476 · SEATILE 838-1476

9406150442

at Request of Filed for Record

SUBDIVISION SUITE 121 Carlo Sec. AFTER RECORDING MAIL TO: PIERCE COUNTY, A POLITICAL .x ග 9112 LAKEWOOD DR.

98499-3998 Ψ 3 тесоме,

3354200

# 11012P61074

THIS SPACE RESERVED FOR RECORDER'S USE:

PM 4: 04 94 APR 12

PEARSALL-STIPER
PIERCE COLMASH RECORDED CATHY PEARSALL AUDITOR

033PG3565

15 RECORDED CATHY PEARSALL-STIPER AUDITOR PIERCE CO. WASH

AM 11: 32

Statutory Warranty Deed

County Date PATE EXCISE TAX P. Re. No.

DYER, HUSBAND AND WIFE By DYER AND VALERIE A. o. DANIEL THE GRANTOR

Auth. Sig

TEN DOLLARS AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION for and in consideration of

PIERCE the following described real estate, situated in the County of

, State of Washington:

SUBDIVISION

A POLITICAL

COUNTY,

PIERCE

in hand paid, conveys and warrants to

<u>п</u> A PART HEREOF BY REFERENCE AS EXHIBIT DESCRIPTION ATTACHED HERETO AND MADE LEGAL

... H... EXHIBIT A PART HEREOF BY REFERENCE AS DESCRIPTION ATTACHED HERETO AND MADE

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE AS EXHIBIT "B"

TO CONSERVATION FUTURES COVENANTS. SUJBECT

APPROVED AS TO FORM: ROGER MIENER PER AGREEMENT SIGNED MARCH 9, 1994

44 EXCISE TAX PAID \$ 519

ounty Pierce

Auth. Sta 3

anova

28th day of

Dated this

THE UNDERSIGNED
A POLITICAL SUBDIVISION , PIERCE COUNTY, A POLITICAL SURCOUNTY, A POLITICAL SUBDIVISION MCREJO APPROVED AND ACCEPTED BY GRANTEE, PIERCE

10000001

MARCH

IN LEGAL DESCRIPTION. RERECORDED TOGRAFECT ERROR

> DYER DANIEL

VALERIE A. By

By

DYER

Helevia

Picice STATE OF WASHINGTON

COUNTY OF THAT Agy of CAPACH 19 on this THAT Agy of Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALNIA9406150442

iel D. Dyer and Valerie A. Dyer

COUNTY OF Pierce

STATE OF WASHINGTON

SS

coing instrument, and acknowledged the said in-act and deed of said corporation, for the uses 17/2 and EXPLOYED. and to me known to be the strumers to b and purpose Fauthorzed to seal of sea official seal this to me known to be the individual described in and who executed the within app foregoing instrument, and acknowledged that signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official March

404120669" Ž written. 10-15-95

Notary Public in and for the State of Washington, residing at

My appointment expires on

residing at

and year first above

Notary Public in an

EXC.

F. ..

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of Washington, residing at

My appointment expires on

STATE OF Washington County of

A. D. 19\_ Washington signed, a Notary Public in and for the State of Was day of.

duly commissioned

94 before me, the under-

self and

and sworn, personally appeared

to me known to be the individual described in and who executed the foregoing instrument for as attorney in fact of Valerie A. Dyer also also therein described, and

as attorney in fact of valetie A. Dyer also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Valerie A. Dyer for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said valerie A. Dyer is now living.

CAROLE L. COOPER

WITNESS my

My Commission Expires 10-15-95 NOTARY -- .- PUBLIC

eto affixed the day and year in this certificate above written.

ashington/residing at Tacoma pointment expires on 10-15-95 Notary Public in and for the State of Washington/residing at

My appointment expires on

9404120669

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9406150442

974) 15

033483566

大学 共和学工会会

ATETICAL

# PARCEL

DESCRIBED AS 9308160488 THE FOLLOWING NUMBER PLAT SOUTHERLY OF SHORT OF LYING PORTION OF LOT 4 WASHINGTON: AUDITOR, COUNTY, COUNTY

LEGAL DESCRIPTION

SAID A DISTANCE OF LINE S R THE WEST MORE 4 OF SAID LOT INTERSECT AID LOT 4; EAST LINE OF BANK; 5 E BANK SAID THE TOP O F 00 THIS LINE. 38" WEST ALONG SAID TOP TO AN EXISTING CORNER SOUTH SAID LOT IS NORTHEAST TERMINUS OF THENCE SOUTHWESTERLY ALONG INTERSECTION CORNER OF MORE OR LESS, 00 THE NORTHWEST SOUTH ALSO BEING COMMENCING THENCE FEET,

# ä PARCEL

SHORT PLAT NUMBER 9308160489 AS RECORDED WITH THE PIERCE COUNTY WASHINGTON IN PIERCE COUNTY, OF 4 LOT AUDITOR, OF

DESCRIBED FOLLOWING THE OF LYING NORTHERLY 4 LOT SAID EXCEPT ANY PORTION OF

MOST DISTANCE THE WESTERLY LINE OF THE FROM K 393.64, MORE OR LESS, BEING THE TERMINUS OF EAST LINE OF SAID LOT ING TOP OF BANK; SHORT PLAT; 4; CORNER OF SAID LOT TO A POINT ON SAID AND 4 OF COMMON TO LOTS 3 AND 4 OF 7' 38" WEST ALONG THE EAS OR LESS, TO THE EXISTING FEET, MORE OR LESS, TO THE EXISTIN SOUTHWESTERLY ALONG SAID TOP BANK HICH BEARS SOUTH 00° 57' 38" WEST NORTHE HSTERLY COMMENCING AT THE MOST NORTHWEST BELY CO SAID LOT LOT 4 WHICH BEARS SOUTH 00° CORNER OF . 23 SAID CORNER BEING SOUTH 00° NORTHWESTERLY THENCE THENCE

SAID

9406150442

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PARCEL B. AFFECTS EASEHENTS AND LIABILITY TO ASSESSHENTS CONTAINED IN PROTECTIVE RESTRICTIONS, EASEHENTS, AND ASSESSHENTS, AS

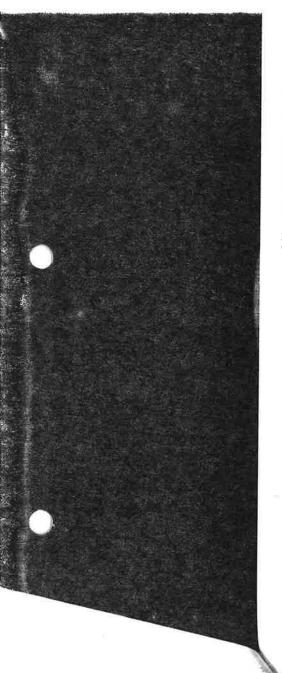
9404120669 BY AIGISTA ASSESSHENT, AND SUCH OBLIGATION AS SET FORTH ND RESTRICTIONS RECORDED LIABILITY POSSIBLE A

REQUIRE COMPLIANCE WITH SHORT PLAT SUBDIVISION ORDINANCES. NOTE: THE FORTHCOMING TRANSACTION HAY STATUTE RCW 58.17 AND WITH ANY LOCAL S NOTWITHSTANDING THE INSURING CLAUSES OF THIS POLICY, THE COMPANY DOES NOT INSURE AGAINST ANY LOSS OR DAMAGE BY REASON OF LACK OF ACCESS TO AND FROM THE LAND.

on 1012 PG F 0 7 7

RECORDING NUMBER AND: RECORDED:

RESTRICTIONS, CONDIT PLAT NO. 9308160489. COPY OF WHICH IS ATI



BK 1012P61078

# RESCISSION OF CONVEYANCE AND AGREEMENTS

The following named parties declares by the recordation of this instrument, that the following restrictions and agreements recorded under Auditor's Fee numbers; 9306230833, 9309240931, 9309090289, 9309090286, 9309090288, 9308120275, hereby have rescinded and have deemed to have no force and effect upon the following property and effect upon attached hereto: "A" in Exhibit described

park ģ agreements and agreement for covenanted The described property is being conveyed to Pierce purposes and the afore referenced restrictions and not applicable, since the property will be conservation Futures covenant. covenant.

Dated this and day of

y of April 1994.

Short Plan Stewart 4 لايا .9308160489 3 9308160488. Lot to Lou ie Dyer as u Dver Short Valerie 2 & 4 Dy ري لاي Daniel & and Lot

Muni M. Mr.

Uny A My P

9308160489 Plat Short Stewart Н to Lot อร Pollitt Shaaron لايا Steve

Shaaron Steve Pollitt

Kevin Prosser

Joni Prosser

9308160489

Plat

Short

Stewart

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Kevin

9308160488 Plat Short DyerLot t 0 ลูธ Dyer Raqual

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9308160488 Plat short dyer സ to Lot as Prosser Gail لاي Kerry

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County of Pierce

	before me, the undersigned, a Notary Public in and for the State of			2	to me known to be the individual(s) described in and who executed the within and	signed and	free and voluntary act and deed for the uses	
	and for th		Danie		cuted the		ind deed for	
	Public in	appeared	" and		who exec	they	ntary act a	
19.1	a Notary	Washington, duly commissioned and qualified, personally appeared	Duniel Duen Richard Over, Runvel Duren and Danie		ibed in and	me that	e and volui	
April	dersigned,	qualified,	Per, Rag	, ,	al(s) descri	rledged to	fre	
day of	ne, the un	ssioned and	Dy Dy	1) (P. 0. A.) Por Velenia	e individu	foregoing instrument, and acknowledged to me that	their	4.5.4.4
ار غ	, before n	uly commis	lov. R.	1.A.) for	to be th	trument, a	me as	
this	44	nington, du	10 10 m	, a , (P. 6	ne known	going inst	sealed the same as	
On this	<i>Hb</i> 61	- Wast	Ç	1 5	2	fore	seal	•

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written. Residing at:

My Commission Expires:

STATE OF

he signed and scaled the same as white his voluntary act and deed and as the free and voluntary act and deed of the said Jolen's half party at the said Jolen's Dyell and party and purposes therein mentioned half party at stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said and acknowledged to me that ome Daniel Drevil signed, a Notary Public in and for the State of Washing ford Raguel Bloc and Deviel Daniel Da also therein described, he signed and sealed the same as Hithere his as attorney in fact of.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written. 9404120669 is now living.

My appointment expires on " 3 Tillay 1997. Notary Public in and for the State of Washington, residing at fam C Oroch

(Acknowledgment by Self and as Attorney in Fact. COMMONWEALTH TITLE INSURANCE COMPANY



BK 1012PG 1080

# RESCISSION OF CONVEYANCE AND AGREEMENTS

9309090289, ded and have ing property of this recorded The following named parties declares by the recordation instrument, that the following restrictions and agreements under Auditor's Fee numbers; 9306230833, 9309240931, 93093090286, 9309090288, 9308120275, hereby have rescinded deemed to have no force and effect upon the following described in Exhibit "A", attached hereto:

park are for agreement covenanted Pierce County and рe described property is being conveyed to Pierosses and the afore referenced restrictions applicable, since the property will be property covenant. Conservation Futures purposes not

1994 April of day this Dated

Plan Short Stewart 4 B ᡢ Lot 9308160489 at 9308160488. to Lot Plat Valerie Dyer as % & 4 Dyer Short ĸ Lot Daniel and

Daniel Dyer

Valerie Dyer

9308160489 Plat Short Stewart Н Lot to ล Pollitt Shaaron Steve

Steve Pollitt

Shaaron (Pollit

930816048 Plat Short Stewart 2 Lot to อย Prosser Joni ß Kevin

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Joni

War G. Brown

Kevin Prosser

9308160488 Plat Short Dyer Н Lot to as Dyer Raqual B Richard

Richard Dyer

Raqual Dyer

08160488 93 Plat shoft dyerന Lot t C a S Prosser Gail

Kerry Prosser

9404120669

Prosser

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County of Pierce

day of April
before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and qualified, personally appeared
Kevin Prosser, Joni Prosser, Kerry Prosser, and Gail Prosser

Prosser

Prosser,

and to be the individual(s) described in and who executed the within and free and voluntary act and deed for the uses signed he/she to me that foregoing instrument, and acknowledged his/her and purposes therein mentioned. sealed the same as known me

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

in and for the State of Washington, Sonntag

Tacoma Residing at: 8/6/94 My Commission Expires:

> WASHINGTON PIERCE STATE OF. County of

A. D. 19 94 before me, the underduly commissioned self and to me known to be the individual described in and who executed the foregoing instrument for as attorney in fact of SHAHROL FOLLY T as attorney in fact of SHAHROL FOLLY T Washington signed, a Notary Public in and for the State of April day of and sworn, personally appeared. On this

of the said Shaaron Pollitt for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said she also therein described, and acknowledged to me that -voluntary act and deed and as the free and voluntary act and deed is now living. he signed and sealed the same as esaid Shaaron Pollitt as attorney in

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written. 9404120669

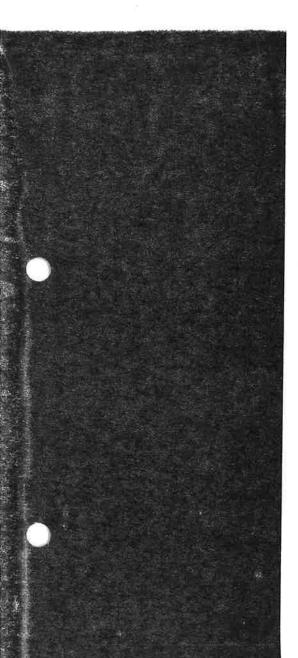
9406150442

Notary Public in and for the State of Washington, residing at Barrel. 12 1

.. My appointment expires on Sonntag

Kathy M.

COMMONWEALTH TITLE INSURANCE COMPANY (Acknowledgment by Self and as Attorney in Fact. Form L 31



# BK 1012PG 1082

# CHICAGO TITLE INSURANCE COMPANY

# A.L.T.A. COMMITMENT

SCHEDULE (Continued)

Order No.: 117015 Your No.:

# LEGAL DESCRIPTION

ODCET. A.

RECORDED WITH THE PIERCE IN PIERCE THAT PORTION OF LOT 4 OF SHORT PLAT NUMBER 9308160488 AS RECORDEI COUNTY AUDITOR, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE, WASHINGTON: AUDITOR,

NORTHEAST CORNER OF SAID LOT 4; 57' 38" WEST ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF LINE OF S OR LESS, D INTERSECT THE WEST WEST 222 FEET, MORE FEET, MORE OR LESS, TO AN EXISTING TOP OF BANK; THENCE SOUTHWESTERLY ALONG SAID TOP OF BANK TO 1 LOT 4, SAID INTERSECTION IS SOUTH 00° 57' 38" WI LINE. NORTHWEST CORNER OF SAID LOT BEING THE TERMINUS OF THIS 1 THE SOUTH 00° AT COMMENCING THENCE THE

ARCET. R.

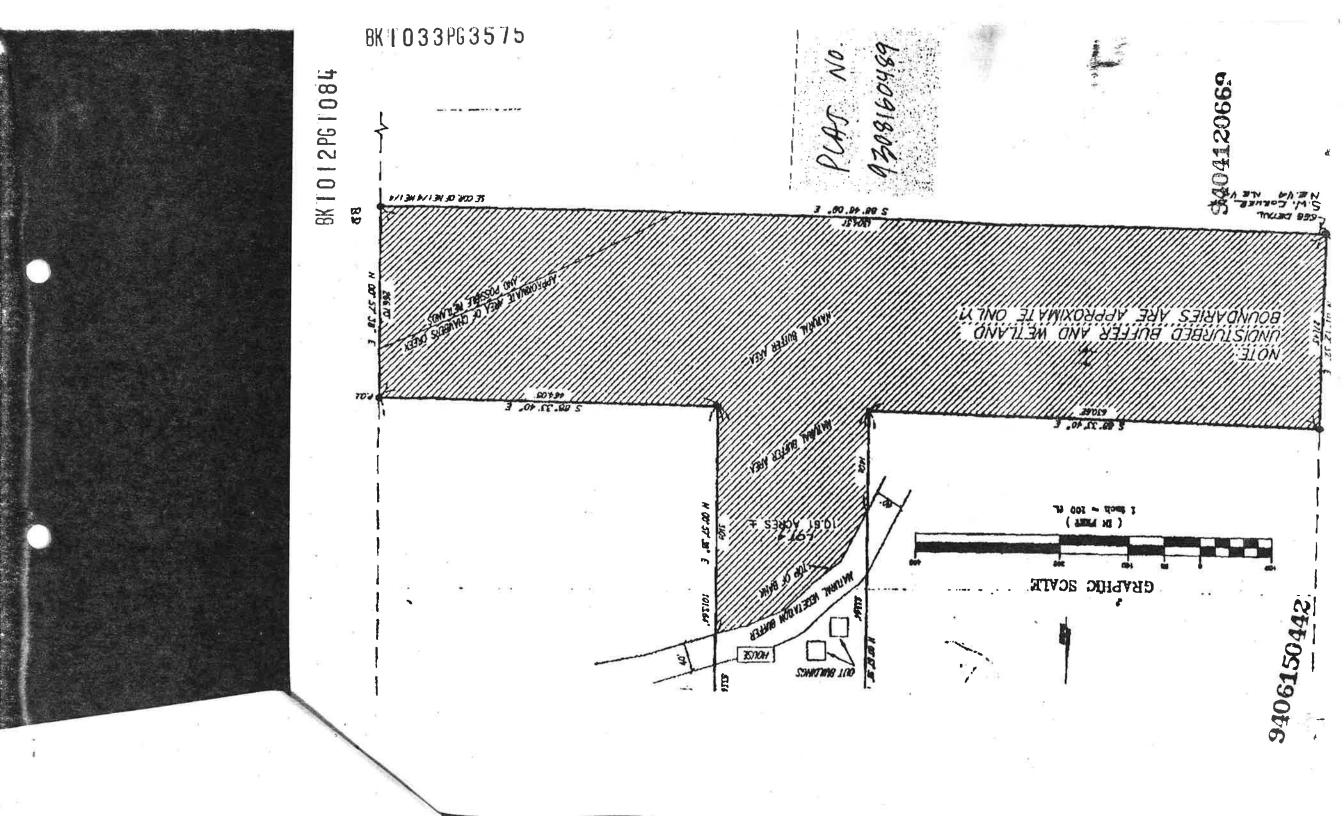
NT 4 OF SHORT PLAT NUMBER 9308160489 AS RECORDED WITH THE PIERCE COUNTY IN PIERCE COUNTY, WASHINGTON LOI AUDITOR, NORTHERLY OF THE FOLLOWING DESCRIBED LINE: 4 LYING EXCEPT ANY PORTION OF SAID LOT

NORTHEASTERLY

COMMENCING AT THE MOST MORTHWESTERLY CORNER OF SAID LOT 4;
SAID CORNER BEING COMMON TO LOTS 3 AND 4 OF SAID SHORT PLAT;
THENCE SOUTH 00° 57' 38" WEST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF
223.64 FEET, MORE OR LESS, TO THE EXISTING TOP OF BANK;
THENCE SOUTHWESTERLY ALONG SAID TOP BANK TO A POINT ON THE WESTERLY LINE OF SAIL
LOT 4 WHICH BEARS SOUTH 00° 57' 38" WEST 393.64, MORE OR LESS, FROM THE MOST
NORTHWESTERLY CORNER OF SAID LOT 4, ALSO BEING THE TERMINUS OF THIS LINE AND

3404120669

940412666



## 18-1267 Chambers Creek Canyon Trail Development

B, C, & D – Chambers Creek Properties Joint Venture Deed

Transamerica TITLE INSURANCE

Transamerica

Title Insurance Company

FILED FOR RECORD AT REQUEST OF

THIS SPACE PROVIDED FOR RECOF

91 MAR 21 PH 3: 55

WHEN RECORDED RETURN TO

Name Pierce County

Address 615 S. 9th St., Room #204

City, State, Zip Tacoma, Washington 98405

6582 TRANS *015*870 MAR 2 1 1991

### STATUTORY WARRANTY DEED

THE GRANTOR Robert M. Davis and Judith K. Davis, husband and wife, dba Chambers Creek Properties Joint Venture, who acquired title as Chambers Creek Properties, a Joint Venture, and who also appears of record as Chambers Creek Joint Venture, for and in consideration of TEN AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION, in hand paid, conveys and warrants to Pierce County, the following described real estate, situated in the County of Pierce, State of Washington:

See Legal Description attached hereto and marked Exhibit "A".

EXCISE TAX PAID Pierce County

**かんのLO\_Auth. Sig** 

SUBJECT TO: Easements, Restrictions, Reservations and Provisions of record, if any.

Dated: March 4, 1991

Chambers Creek Properties Joint Venture

ave:

Robert M. Davis, Managing General Partner

Approved By

Doe Stortini, Pierce County Executive

STATE OF WASHINGTON

COUNTY OF Pierce

On this 4th day of MACCA , 19 91, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT M. DAVIS to me known to be the Managing General Partner of CHAMBERS CREEK PROPERTIES JOINT VENTURE, the joint venture that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said joint venture, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

funder my hand and official seal the day and year above written.

Notary Public in and for residing at JACOMA.

My appointment expires:

J-91006 CREATIVE INVESTMENTS, INC.

### LEGAL DESCRIPTION

OF

A portion of Tax Parcel 022028-1-018

That portion of the Southeast Quarter of the Northeast Quarter lying Northerly of the following described line: Beginning at a point 712 feet North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 28, Township 20 North, Range 2 East of the Willamette Quarter of Section 28, Township 20 North, Range 2 East of the Willamette Meridian, Pierce County, Washington; thence South 84°29'20" East, 84.96 feet; thence North 86°27'54" East, 55.90 feet; thence North 76°17'05" East, 52.33 feet; thence North 77°44'22" East, 50.04 feet; thence South 70°43'16" East, 57.31 feet; thence North 85°44'26" East, 50.26 feet; thence South 72°29'44" East, 56.36 feet; thence South 83°16'15" East, 52.20 feet; thence South 89°45'58" East, 50.80 feet; thence North 84°36'14" East, 50.16 feet; thence South 78°10'07" East, 53.85 feet; thence North 83°27'49" East, 50.09 feet; thence North 78°53'03" East, 50.01 feet; thence South 59°03'20" East, 19.85 feet; thence North 63°38'26" East, 88.60 feet; thence North 80°01'48" East, 50.00 feet; thence North 48°15'19" East, 34.51 feet; thence North 67°59'59" East, 50.49 feet; thence North 35°19'39" East, 55.04 feet; thence North 40°13'52" East, 53.14 feet; thence North 76°43'45" East, 52.20 feet; thence North 53°11'14" East, 50.36 feet; thence North 67°16'59" East, 71.79 feet; thence South 79°47'14" East, 54.63 feet, thence North 86°06'41" East, 202.87 feet to the terminous of said line, EXCEPT that portion of a strip of land, 40 feet wide, 20 feet on each side EXCEPT that portion of a strip of land, 40 feet wide, 20 feet on each side of the following described centerline lying within the above described tract: Beginning at the intersection of the centerline of Zircon Drive and the boundary line between the plat of Oakbrook 4th Addition, and the plat of Oak Ridge 2nd Addition; thence from a tangent bearing North 78°29'13" East, along a curve to the right having a central angle of 02°45'07" and a radius of 1,808.21 feet, an arc distance of 86.85 feet; thence North 08°45'40" West, 30.00 feet to a point on the northerly line of Zircon Drive, said point being the True Point Of Beginning; thence continuing North 08°45'40" West, 10.00 feet; thence South 85°34'33" West, 449.22 feet; thence North 85°08'12" West, 234.13 feet; thence along a curve to the left having a central angle of 27°13'51" and a radius of 206.43 feet, an arc distance of 98.11 feet; thence South 67°37'57" West, 303.56 feet; thence along a curve to the right having a central angle of 118°00'00" and a radius of 70.00 feet, an arc distance of 144.16 feet; thence continuing along a curve to the right having a central angle of 57°46'13" and a radius of 100.00 feet, an arc distance of 100.83 feet; thence North 63°24'10" East, 150.00 feet; thence North 64°13'18" East, 120.00 feet; thence along a curve to the right having a central angle of 36°13'19" and a radius of 152.88 feet, an arc distance of 96.65 feet; thence South 79°33'23" East, 250.00 feet; thence along a curve to the left having a central angle of 30°38'35" and a radius of 182.50 feet, an arc distance of 97.60 feet; thence North 69°48'02" East, 57.00 feet; thence along a curve to the right having a central angle of 16°38'40" and a radius of 683.62 feet, an arc distance of 198.59 feet; thence North 86°26'42" East, 150.00 feet to the terminous of this description.

Said strip of land to be utilized for ingress, egress and utilities access to Grantor's real property abutting. Together with slope easements, on each side of said strip of land, the limits of which shall be determined by professional engineers prior to road construction. Road centerline alignment to be adjusted as required by site conditions at the time of roadbed construction, provided that total right-of-way area shall not exceed the area of the 40 foot wide right-of-way described above.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across the following described property:

That portion of a strip of land, 40 feet wide, 20 feet on each side of the following described centerline lying within the above described Beginning at the intersection of the centerline of Zircon Drive and the boundary line between the plat of Oakbrook 4th Addition, and the plat of Oak Ridge 2nd Addition; thence from a tangent bearing North 78°29'13" East, along a curve to the right having a central angle of 02°45'07" and a radius of 1,808.21 feet, an arc distance of 86.85 feet; thence North 08°45'40" West, 30.00 feet to a point on the northerly line of Zircon Drive, said point being the True Point Of Beginning; thence continuing North 08°45'40" West, 10.00 feet; thence South 85°34'33" West, 449.22 feet; thence North 85°08'12" West, 234.13 feet; thence along a curve to the left having a central angle of 27°13'51" and a radius of 206.43 feet, an arc distance of 98.11 feet; thence South 67°37'57" West, 303.56 feet; thence along a curve to the right having a central angle of 118°00'00" and a radius of 70.00 feet, an arc distance of 144.16 feet; thence continuing along a curve to the right having a central angle of 57°46'13" and a radius of 100.00 feet, an arc distance of 100.83 feet; thence North 63°24'10" East, 150.00 feet; thence North 64°13'18" East, 120.00 feet; thence along a curve to the right having a central angle of 36°13'19" and a radius of 152.88 feet, an arc distance of 96.65 feet; thence South 79°33'23" East, 250.00 feet; thence along a curve to the left having a central angle of 30°38'35" and a radius of 182.50 feet, an arc distance of 97.60 feet; thence North 69°48'02" East, 57.00 feet; thence along a curve to the right having a central angle of 16°38'40" and a radius of 683.62 feet, an arc distance of 198.59 feet; thence North 86°26'42" East, 150.00 feet to the terminous of this description.

Said strip of land to be utilized for ingress, egress and utilities access to Grantor's real property abutting. Together with slope easements, on each side of said strip of land, the limits of which shall be determined by professional engineers prior to road construction. Road centerline alignment to be adjusted as required by site conditions at the time of roadbed construction, provided that total right-of-way area shall not exceed the area of the 40 foot wide right-of-way described above.

J-01006 CREATIVE INVESTMENTS, INC.

### LEGAL DESCRIPTION

OF

A portion of Tax Parcel 022027-2-028

That portion of the Northwest Quarter of Section 27, Township 20 North, Range 2 East of the Willamette Meridian, Pierce County, Washington lying Northerly of Chambers Creek EXCEPT THE North 150 feet of the East 218 feet, and EXCEPT the following described parcel; Beginning at the Northwest Corner of said section; thence South 00°02'47" East, along the West line of said section, 655.59 feet; thence South 89°51'29" East, 302.00 feet; thence North 78°08'31" East, 181.00 feet; thence South 89°51'29" East, 314.00 feet; thence North 62°53'31" East, 142.00 feet; thence North 88°38'31" East, 312.00 feet; thence North 72°08'31" East, 213.00 feet; thence North 45°25'33" East, 222.12 feet; thence South89°51'15" East, 224.00 feet; thence North 69°54'45" East, 246.00 East; thence North 00°00'08" West, 237.48 feet to the North line of said section; thence North 89°51'15" West, 2,047.97 feet to the Point of Beginning.

J-91006 CREATIVE INVESTMENTS, INC.

### LEGAL DESCRIPTION

OF ·

A portion of Tax Parcel 022027-1-021

That portion of the Northwest Quarter of the Northeast Quarter of Section 27, Township 20 North, Range 2 East of the Willamette Meridian, Pierce County, Washington lying Northerly of Chamber's Creek, EXCEPT the North 150 feet thereof, and EXCEPT the following: Beginning at the Southeast Corner of the North 150 feet of the Northwest Quarter of the Northeast Quarter of said Section 27; thence South along the East line of the Northwest Quarter of the Northeast Quarter of Section 27, 108 feet; thence West, parallel to the North line of said Section 27, 366 feet; thence on a deflection angle to the right of 21 degrees, a distance of 97 feet; thence on a deflection angle to the right of 21 degrees, a distance of 109 feet; thence on a deflection angle to the right of 23 degrees, a distance of 27 feet; more or less, to a point on the South line of the North 150 feet of the Northwest Quarter of the Northeast Quarter of said Section 27; thence East along said South line to the Point of Beginning.

### **±103210582**

Recorders Use

MAR 2 1 1991

DEED OF RIGHT TO USE LAND FOR PUBLIC

RECREATION PURPOSES

91111AR 21 PM 3: 55

The Grantor, PIERCE COUNTY

OR PICHCE CO. WASH. for and in consideration or monies coming in whole or in part from the Outdoor Recreation Account of the General Fund of the State of Washington and in fulfillment of terms of the Project Contract identified below, conveys and grants to the State of Washington individually and as the representative of all the people of the State, the right to use the real property described below forever for the outdoor recreation proposes described in the Project Contract entered into between the Grantor and the State of Washington through the Interagency Committee for Outdoor Recreation entitled Chambers Creek Acquisition Project Number 91-123-A signed by the Grantor on the 10 day of Oct. 1990 and by the Interagency Committee on the 13th day of Nov. 1990 and the application and supporting materials which are on file with the Grantor and the state in connection with the Project Contract.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for public outdoor recreation herein granted unless the state, through the Interagency Committee for Outdoor Recreation or its successors, consents to the inconsistent use, which consent shall be granted only upon conditions which will ensure that other outdoor recreatio land of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent usefulness and location for the public recreation purposes for which state assistance was originally granted will be substituted in the manner provided in RCW 43.99.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 43.99.100 reads as follows:

> "Marine recreation land with respect to which money has been expended under RCW 43.99.080 shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

The real property covered by this deed is described as follows:

Legal Attached.

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Contract, including the Grantor's functions to operate and maintain the land as set out in paragraph 14 of the Project Contract. Dated this

erce County Executive EXCISE TAX PAID 3Date 3-21-91 Re. No. <u>77917</u> Pierce County COU:ITY OF Pierce \_Auth.Sig THIS IS TO CERTIFY that on this 6 day of Karch  $_{ extstyle 1}$   $^{ extstyle 1}$  before me the undersigned Notary Public (In and for the State of Washington, duly commissioned and sworn, personally appeared foregoing deed and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed of said they signed and on oath stated that they are seal affixed is the seal of to me personally known to be the were authorized to execute said instrument and that the seal affixed is the seal of said they cal County WITNESS my nand and official seal the day and year in this certificate first above written Samming Pier

of Washington, residing at G

5/76 (030)

### LEGAL DESCRIPTION

OF

A portion of Tax Parcel 022028-1-018

That portion of the Southeast Quarter of the Northeast Quarter lying Northerly of the following described line: Beginning at a point 712 feet North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 28, Township 20 North, Range 2 East of the Willamette Meridian, Pierce County, Washington; thence South 84°29'20" East, 84.96 feet; thence North 86°27'54" East, 55.90 feet; thence North 76°17'05" East, 52.33 feet; thence North 77°44'22" East, 50.04 feet; thence South 70°43'16" East, 57.31 feet; thence North 85°44'26" East, 50.26 feet; thence South 72°29'44" East, 56.26 feet; thence South 72°29'44" East, 56.26 feet; thence South 72°29'44" East, 56.36 feet; thence South 83°16'15" East, 52.20 feet; thence South 89°45'58" East, 50.80 feet; thence North 84°36'14" East, 50.16 feet; thence South 78°10'07" East, 53.85 feet; thence North 83°27'49" East, 50.09 feet; thence North 78°53'03" East, 50.01 feet; thence South 59°03'20" East, 19.85 feet; thence North 63°38'26" East, 88.60 feet; thence North 80°01'48" East, 50.00 feet; thence North 48°15'19" East, 34.51 feet; thence North 67°59'59" East, 50.49 feet; thence North 35°19'39" East, 55.04 feet; thence North 40°13'52" East, 53.14 feet; thence North 76°43'45" East, 52.20 feet; thenceNorth 53°11'14" East, 50.36 feet; thence North 67°16'59" East, 71.79 feet; thence South 79°47'14" East, 54.63 feet, thence North 86°06'41" East, 202.87 feet to the terminous of said line, EXCEPT that portion of a strip of land 40 feet wide 30 feet on each side EXCEPT that portion of a strip of land, 40 feet wide, 20 feet on each side of the following described centerline lying within the above described tract: Beginning at the intersection of the centerline of Zircon Drive and the boundary line between the plat of Oakbrook 4th Addition, and the plat of Oak Ridge 2nd Addition; thence from a tangent bearing North 29'13" East, along a curve to the right having a central angle of 02°45'07" and a radius of 1,808.21 feet, an arc distance of 86.85 feet; thence North 08°45'40" West, 30.00 feet to a point on the northerly line of Zircon Drive, said point being the True Point Of Beginning; thence continuing North 08°45'40" West, 10.00 feet; thence South 85°34'33" West, 449.22 feet; thence North 85°08'12" West, 234.13 feet; thence along a curve to the left having a central angle of 27°13'51" and a radius of 206.43 feet, an arc distance of 98.11 feet; thence South 67°37'57" West, 303.56 feet; thence along a curve to the right having a central angle of 118°00'00" and a radius of 70.00 feet, an arc distance of 144.16 feet; thence continuing along a curve to the right having a central angle of 57°46'13" and a radius of 100.00 feet, an arc distance of 100.83 feet; thence North 63°24'10" East, 150.00 feet; thence North 64°13'18" East, 120.00 feet; thence along a curve to the right having a central angle of 36°13'19" and a radius of 152.88 feet, an arc distance of 96.65 feet; thence South  $79^{\circ}33'23"$  East, 250.00 feet; thence along a curve to the left having a central angle of  $30^{\circ}38'35"$  and a radius of 182.50 feet, an arc distance of 97.60 feet; thence North 69°48'02" East, 57.00 feet; thence along a curve to the right having a central angle of 16°38'40" and a radius of 683.62 feet, an arc distance of 198.59 feet; thence North 86°26'42" East, 150.00 feet to the terminous of this description.

Said strip of land to be utilized for ingress, egress and utilities access to Grantor's real property abutting. Together with slope easements, on each side of said strip of land, the limits of which shall be determined by professional engineers prior to road construction. Road centerline alignment to be adjusted as required by site conditions at the time of roadbed construction, provided that total right-of-way area shall not exceed the area of the 40 foot wide right-of-way described above.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across the following described property:

That portion of a strip of land, 40 feet wide, 20 feet on each side of the following described centerline lying within the above described Beginning at the intersection of the centerline of Zircon Drive and the boundary line between the plat of Oakbrook 4th Addition, and the plat of Oak Ridge 2nd Addition; thence from a tangent bearing North plat of Oak Ridge Znd Addition; thence from a tangent beating Worth 78°29'13" East, along a curve to the right having a central angle of 02°45'07" and a radius of 1,808.21 feet, an arc distance of 86.85 feet; thence North 08°45'40" West, 30.00 feet to a point on the northerly line of Zircon Drive, said point being the True Point Of Beginning; thence continuing North 08°45'40" West, 10.00 feet; thence South 85°34'33" West, 449.22 feet; thence North 85°08'12" West, 234.13 feet; thence along a contral angle of 27°13'51" and a radius of curve to the left having a central angle of 27°13'51" and a radius of 206.43 feet, an arc distance of 98.11 feet; thence South 67°37'57" West, 303.56 feet; thence along a curve to the right having a central angle of 118°00'00" and a radius of 70.00 feet, an arc distance of 144.16 feet; thence continuing along a curve to the right having a central angle of 57°46'13" and a radius of 100.00 feet, an arc distance of 100.83 feet; thence North 63°24'10" East, 150.00 feet; thence North 64°13'18" East, 120.00 feet; thence along a curve to the right having a central angle of 36°13'19" and a radius of 152.88 feet, an arc distance of 96.65 feet; thence South 79°33'23" East, 250.00 feet; thence along a curve to the left having a central angle of 30°38'35" and a radius of 182.50 feet, an arc distance of 97.60 feet; thence North 69°48'02" East, 57.00 feet; thence along a curve to the right having a central angle of 16°38'40" and a radius of 683.62 feet, an arc distance of 198.59 feet; thence North 86°26'42" East, 150.00 feet to the terminous of this description.

Said strip of land to be utilized for ingress, egress and utilities access to Grantor's real property abutting. Together with slope easements, on each side of said strip of land, the limits of which shall be determined by professional engineers prior to road construction. Road centerline alignment to be adjusted as required by site conditions at the time of roadbed construction, provided that total right-of-way described above.

J-01006 CREATIVE INVESTMENTS, INC.

### LEGAL DESCRIPTION

OF

A portion of Tax Parcel 022027-2-028

That portion of the Northwest Quarter of Section 27, Township 20 North, Range 2 East of the Willamette Meridian, Pierce County, Washington lying Northerly of Chambers Creek EXCEPT THE North 150 feet of the East 218 feet, and EXCEPT the following described parcel; Beginning at the Northwest Corner of said section; thence South 00°02'47" East, along the West line of said section, 655.59 feet; thence South 89°51'29" East, 302.00 feet; thence North 78°08'31" East, 181.00 feet; thence South 89°51'29" East, 314.00 feet; thence North 62°53'31" East, 142.00 feet; thence North 88°38'31" East, 312.00 feet; thence North 72°08'31" East, 213.00 feet; thence North 45°25'33" East, 222.12 feet; thence South89°51'15" East, 224.00 feet; thence North 69°54'45" East, 246.00 East; thence North 00°00'08" West, 237.48 feet to the North line of said section; thence North 89°51'15" West, 2,047.97 feet to the Point of Beginning.

J-91006 CREATIVE INVESTMENTS, INC.

### LEGAL DESCRIPTION

OF

A portion of Tax Parcel 022027-1-021

That portion of the Northwest Quarter of the Northeast Quarter of Section 27, Township 20 North, Range 2 East of the Willamette Meridian, Pierce County, Washington lying Northerly of Chamber's Creek, EXCEPT the North 150 feet thereof, and EXCEPT the following: Beginning at the Southeast Corner of the North 150 feet of the Northwest Quarter of the Northeast Quarter of said Section 27; thence South along the East line of the Northwest Quarter of the Northeast Quarter of Section 27, 108 feet; thence West, parallel to the North line of said Section 27, 366 feet; thence on a deflection angle to the right of 4 degrees, a distance of 97 feet; thence on a deflection angle to the right of 21 degrees, a distance of 109 feet; thence on a deflection angle to the right of 23 degrees, a distance of 27 feet; more or less, to a point on the South line of the North 150 feet of the Northwest Quarter of the Northeast Quarter of said Section 27; thence East along said South line to the Point of Beginning.

## 18-1267 Chambers Creek Canyon Trail Development

E & F – Davis Joint Venture Deed

COMMONWEALTH TITLE COMPANY 120 PACIFIC AVE . TACOMA, WA 98402 . (206) 383-1476 . SEATILE 838-1476

Filed for Record at Request of

Name

Mr. and Mrs. Robert M. Davis

8418 Zircon Drive SW

Address.

Tacoma, WA.

City and State

THIS SPACE PROVIDED FOR RECORDER'S USE:

96 MAR -6 PM 3: 54

RECORDED CATHY PEARSALL-STIPEK AUDITOR PIERCE CO. WASH

19 96

Grantor,

DEED OF TRUST

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this

447755

23rd day of

February

Optween PIERCE COUNTY, A POLITICAL SUBDIVISION

9112 Lakewood Drive S.W. #121, Tacoma, WA. 98499-3998 whose address is

COMMONWEALTH TITLE COMPANY, a corporation, Trustee, whose address is 1120 Pacific Avenue, Tacoma, WA.

98402

WIFE, dba Chambers Creek Properties Joint Venture, who acquired title as Chambers Creek Properties, a Joint Venture, and who also appears of record as Chambers Creek Joint Venture

Beneficiary whose address is 8418 Zircon Drive SW, Tacoma, WA. 98498

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real

n property in

Pierce

County, Washington:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE AS EXHIBIT "A".

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditament appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof. with all tenements, hereditaments, and

Dollars (\$ 735,000.00) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Bood of Trust Co.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale. the purchaser at the foreclosure sale.

- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Baneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, said in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
- 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

### IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 2. By accepting payment of any sum secured hereby after its due date. Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to go pay.
- 3. The Trustees shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee or its authorized agent shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage

appointment in the mortgage records of the county in which this Deed of Trust is recorded, some under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party under such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, deseas, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note returned hereby, whether or not named as Beneficiary herein.

By: .....(Seal) STATE OF WASHINGTON TATE OF WASHINGTON COUNTY OF Pierce COUNTY OF ..... On this 27 day of February On this day personally appeared before me before me, the undersigned, a Notary Public in and for the State of Washington, duly o me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that ...... signed the same as to me known to be the ... EXECUTIVE cosident and ...... free and voluntary act and deed, for the Duses and purposes therein mentioned. the corporation that executed the foregoing instrument, and acknowledged the said in-GIVEN under my hand and official seal this the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to executed the said instrument and that the said afficient seal of said corporation.

Witness my hand and/official seal nerve affixed the said instrument and that the said instrument and .....ت Notary Public in and for the State of Washington, Witness my hand and written.

Notary Public in and for the State of Washington, residing a My appointment expires on My appointment expires on My ASHIN residing at ..... My appointment expires on ..... NASHING REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid...

### TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtdness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now hold by you thereunder.

Dated, 19	
•	

Mail reconveyance to.....

### EXHIBIT A

PARCEL A

That portion of the Northwest quarter of SECTION 27, TOWNSHIP 20 NORTH, RANGE 2 EAST of the W.M., in Pierce County, Washington, more particularly described as follows:

Commencing at the Northwest corner of Tract "F" of ONKBROOK 4TH ADDITION, according to Plat recorded in Book 35 of Plats at Page 27 to 35, inclusive, which is a re-recorded of Plat recorded in Book 31 of Plats at Pages 52 to 60, inclusive, in Picrce County, Mashington; thence North 11 30'47" West 60 feet to the true point of beginning; thence continuing North 11 30'47" West 34 feet; thence South 50 43'49" West 80.47 feet; thence South 71 53'22" West 50.16 feet; thence South 67 22!2" West 50.16 feet; thence South 71 53'22" West 50.16 feet; thence South 71 53'22" West 50.16 feet; thence South 72 59'12" West 50.16 feet; thence South 65 09'12" West 50.16 feet; thence South 82 58'59" Ment 35.23 feet; thence South 65 09'12" West 50 feet; thence South 82 58'59" Ment 35.23 feet; thence South 76 27'40" West 50 feet; thence South 86 06'44" West to Intersect the West line of Northwest quarter of said Section 27; thence North along said West line to the center line of Chambers Creek; thence Northeastarly along said center line of Chambers Creek to a point due North of the most Westerly corner of the plat of Oakbrook

Townhouses, according to Plat recorded in Book 34 of Plats at Pages 55 and 56; thence due South to the most Mesterly corner of said Oakbrook Townhouses; thence Bouth 30 59'14" East 300 feet; thence on a curve to the right with a radius of 150.95 feet a distance of 91.39 feet; thence North 80 02'47" West 294.60 feet; thence on a curve to the left with a radius of 1036.21 feet a distance of 432.05

DVICET BI

That portion of the following described property lying within the Southeast quarter of the Northeast quarter of SECTION 28, FOWNSHIP 20 NORTH, RANGE 2 EAST Of the W.M., in Pierce County, Washington, described as follows:

Tenterline lying within the above described tract: Beginning at the intersection of the centerline of Zircon Drive and the boundary line between the plat of Oakbrook 4th Addition, and the plat of Oak Ridge 2nd Addition; thence from a tangent bearing North 70 29'13" East, along a curve to the right having a central angle of 02'45'07" and a radius of 1,000,21 feet, an arc distance of O6.05 feet; thence North 00'45'40" West, 30.00 feet to a point on the Northerly Time of Zircon Drive, said point being the true point of beginning; thence continuing North 00'45'40" West, 10.00 feet; thence South 05'34'33" West, 449.22 having a central angle of 27'13'51" and a radius of 206'43 feet, an arc distance of 90.11 feet; thence South 67'37'57" West, 303.56; feet; thence along a curve to the left having a central angle of 110'00'00" and a radius of 70.00 feet, an arc distance of 144.16 feet; thence continuing along a curve to the right having a central angle of 14'10" East, 150.00 feet; thence North 64'13" and a radius of 100.00 feet, an arc distance of 100.03 feet; thence North 63'24'10" East, 150.00 feet; thence North 64'13'10" East, 120.00 feet; thence North 63'24'10" East, 550.00 feet; thence North 69'40'02" East, 57.00 feet; thence along a curve to the left having a central angle of 16'38'40" and a radius of 603.62 feet; an arc distance of 190.59 feet; thence North 69'40'02" East, 57.00 feet; thence along a curve to the right having a central angle of 16'38'40" and a radius of 603.62 feet; ar arc distance of 190.59 feet; thence North 69'40'02" East, 57.00 feet; thence along a curve to the right having a central angle of 16'38'40" and a radius of 603.62 feet; ar arc distance of 190.59 feet; thence North 69'40'02" East, 57.00 feet; thence along a curve to the right having a central angle of 16'38'40" and a radius of 603.62 feet; ar arc distance of 190.59 feet; thence North 69'40'02" East, 57.00 feet; thence along a curve to the terminous of this description.

END OF EXHIBIT Y

## 18-1267 Chambers Creek Canyon Trail Development

G, H, & I – Hartley Deed

# 9610010387





Filed for Record at the Request of **COMMONWEALTH TITLE COMPANY**  96 OCT - 1 PM 2: 01

After recording return to: PIERCE COUNTY, A POLITICAL SUBDIVISION 9112 LAKEWOOD DRIVE S.W., SUITE 121 TACOMA, WA. 98499-3998

COMMONWEALTH OCT 01 1996

RECORDED CATHY PEARSALL-STIPEK AUDITOR PIERCE CO. WASH

447754

### STATUTORY WARRANTY DEED

THE GRANTOR WILLIAM HARTLEY & ASSOCIATES, a Washington Joint Venture

for and in consideration of Ten Dollars and Other Good and Valuable Consideration

in hand paid, conveys and warrants to PIERCE COUNTY, A POLITICAL SUBDIVISION

the following described real estate, situate in the County of Pierce, State of Washington:

Beginning at the intersection of the Westerly line of the Chambers Creek County Road with the line between SECTIONS 22 and 27, TOWNSHIP 20 NORTH, RANGE 2 EAST of the W.M., in Pierce County, Washington, being a point about 860 feet West of the Northeast corner of Section 27; thence on said line of road, Southeasterly 650 feet, more or less, to the center of Chambers Creek as of this date, (December 28, 1938); thence along said center line of stream Westerly 780 feet, more or less, to the West line of the Northeast quarter of the Northeast quarter of said Section 27; thence on said subdivision line, North 469 feet to the North line of said Section 27; thence continuing North 100 feet, more or less, to the Southerly line of the McGeary County Road; thence on said line of road Easterly about 360 feet to said Westerly line of Chambers Creek County Road; thence on last named road line Southeaterly 130 feet, more or less, to the place of beginning.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE AS EXHIBIT "A".

SUBJECT TO CONSERVATIONS FUTURES COVENANTS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE AS EXHIBIT "B".

APPROVED AS TO FORM: ROGER MIENER PER AGREEMENT SIGNED JUNE 29, 1993

> EXCISE TAX PAID \$ 3560 Re. No. 933554 Date 10 -Pierce County

> > OUCHO Auth Sta

APPROVED AND ACCEPTED BY THE UNDERSIGNED GRANTEE, PIERCE COUNTY, A POLITICAL SUBDIVISION

PIERCE COUNTY, A POLITICAL SUBDIVISION

lacelaco Francea McNair

ROBERT M

Deputy County Executive

Dated this 17th day of SEPTEMBER, 1996 WILLIAM HARTLEY & ASSOCIATES

WILLIAM J. HARTLE

STATE OF WASHINGTON

County of Pierce

On this 3 3 day of September, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM J. HARTLEY and ROBERT M. DAVIS to me known to be the JOINT VENTURER and JOINT VENTURER respectively, of WILLIAM HARTLEY & ASSOCIATES the Joint Venture that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Joint Venture, for the uses and purposes therein mentioned, and on oath stated that THEY ARE authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

CAROLE L. COOPER

Notary Public in and for the State of Washington

residing at UNVERSITY PLACE My appointment expires on 10-15-99

OFFICIAL SEAL CAROLE L. COOPER Notary Public - State of Washington My Commission Expires 10-15-99

Escrow No. 447754

### **EXHIBIT "A"**

Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the herein named body of water, if navigable.

Body of Water: Chambers Creek.

Any adverse claim by reason of any change in the location of the boundaries of the property which may have resulted from any change in the location of the river/creek herein named since date herein stated.

Name of River/Creek: Chambers Creek

Reservation of the right to go upon said land for the purpose of constructing and maintaining a pipe line and to take a reasonable amount of water from a live spring on said premises, as contained in deed executed by Hewitt Land Company, recorded March 11, 1939 under Auditor's No. 1242015.

Any claim that McGeary County Road, used as a monument to describe said premises, or that Meadow Park County Road, used as a monument to describe said premises conveyed to John H. Binns, Executor of the Estate of Ollie J. Tobler, deceased, to Mary Bridge Children's Hospital in deed dated February 6, 1967 and recorded April 1, 1975 under Auditor's No.2596855, lie North of the South line of 64th Street Extension County Road (revised) as conveyed and dedicated to Pierce County by deed recorded August 12, 1966 under Auditor's No. 815928.

In this connection, the Company notes Survey of the within described property and other property recorded under Auditor's No. 8106290260, which Survey shows Chambers Creek County Road as the Northerly and Easterly lines of the within described property. Neither McGeary County Road nor Meadows Park County road were shown thereon.

Right included in Deed for a portion of the Northeast quarter of the Northeast quarter of Section 27, Township 20 North, Range 2 East of the W.M., in Pierce County, Washington, made by Hewitt Land Company and Tacoma Company to the State of Washington dated January 9, 1971 and recorded May 15, 1918 in Book 417 of Deeds at page 180 under Auditor's No. 490944, as follows:

"Together with the right to take water from Chambers Creek for fish hatchery purposes as now constructed at any point along said creek above the lands heretofore described and within 1500 feet of said lands or in the event of the construction of a dam, grantee is permitted to take water direct from dam."

Right of use, control or regulation by the United States of America in the exercise of powers over navigation.

Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land.

## 18-1267 Chambers Creek Canyon Trail Development

J – Davis Deed

## 9309020481



### COMMONWEALTH TITLE COMPANY

1120 PACIFIC AVE • TACOMA, WA 98402 • (206) 383-1476 • SEATTLE 838-1476

Filed for Record at Request of

AFTER RECORDING MAIL TO:

PIERCE COUNTY, A MUNICIPAL CORPORATION 9112 LAKEWOOD DRIVE S.W., #121

TACOMA, WASHINGTON 98499-3998

C. T. 428731-D SEP 2 1993 THIS SPACE RESERVED FOR RECORDER'S USE:

93 SEP -2 PM 4: 19

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH -

### Statutory Warranty Deed

1979 AND ALL TIME SINCE; AND IN CHAN	AND JUDITH K. DAVIS, HUS MBERS CREEK JOINT VENTU DOLLARS AND OTHER GOOD	RE, IN UNDIVIDED INT	ERESTS
in hand paid, conveys and warrants to PIERCE	COUNTY, A MUNICIPAL CO	RPORATION	
the following described real estate, situated in the C	ounty of PIERCE	, State of	Washington:
SEE EXHIBIT 'A' ON ATTACHED RIDER W	HICH BY THIS REFERENCE	IS MADE A PART HEREC	F.
SUBJECT TO: SEE EXHIBIT "B" ON ATTO HEREOF.	ACHED RIDER WHICHBY THIS	S REFERENCE IS MADE	A FART
APPROVED AS TO CONTENT AND FORM:		•	
BY: Following		;	
APPROVED AND ACCEPTED BY THE UNDERS	INGED GRANTEE, PIERCE C	DUNTY:	
BY: Jwar Sutterford		EXCISE TAX PAID \$ @ Re. No. \$44843 D Piero	2588.50 ate <u>7-2-73</u> ee County 4Auth. Si
Dated this day	of JULY 1993	by	Auth. Si
By Many Sauch Sauth	By Solution By ROBERT M.	DAVIS	
STATE OF WASHINGTON	JUDITH K. STATE OF WASHINGTON	DAVIS	
COUNTY OF PIERCE ss	COUNTY OF 1150	} ss	
On this day personally appeared before me ROBERT M. DAVIS AND JUDITH K. DAVIS	On this day ofbefore me, the undersigned, a Notary	Public in and for the State of W	ashington, duly
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that	and to me known to be the		
GIVEN under my hand and official seal this day of	the continuity of the continuity of the continuity of the free and voluntary and purposes therein mentioned, an authorized to executed the said instruction.  **Witness my hand and official	going instrument, and acknowle y act and deed of said corporati d on oath stated that ument and that the seal affixed	dged the said inon, for the uses
	PUBLICE III HAND AND OTHERA	93090204	181

STATE OF	WASHINGTON	1	Z NOIANY
County of	PIERCE	<b>30.</b>	ON PUBLIC OF STATE OF THE PROPERTY OF THE PROP
On this	2day of	SEPTEMBER	, A. D. 19_93 before me, the undergraph Notary
<del>-</del>		HINGTON MANAGING PARTNEI	duly commissioned and sworn betannily appeared of CHAMBERS CREEK JOINT VENTURE
	be the individual he de	escribed in and who e	xecuted the foregoing instrument, and acknowledged to me
to me known to	pe die inclination	HIS	Control on home and and for the control of
to me known to	ned and sealed the said	instrument as	free and voluntary act and deed for the uses and purposes
to me known to that sign therein mentions	ned and sealed the said	instrument as HIS	free and voluntary act and deed for the uses and purposes
that sign therein mention	ned and scaled the said ed.	instrument as	free and voluntary act and deed for the uses and purposes ay and year in this certificate above written.
that sign therein mention	ned and scaled the said ed.	instrument as	ay and year in this certificate above written.  Militia E. Junes
that _*he sign therein mentions WITNESS	ned and scaled the said ed.	instrument as	free and voluntary act and deed for the uses and purposes ay and year in this certificate above written.

### EXHIBIT A

That portion of the North half of SECTION 27, TOWNSHIP 20 NORTH, RANGE 2 EAST of the W.M., in Pierce County, Washington, described as follows:

Beginning 510 feet South of the North line and 350 feet East of the West line of said Northeast quarter of the Northeast quarter, said point of beginning being the Southwest corner of premises conveyed by Hewitt Land Company to E.J. Donahue by deed dated July 18, 1940 and recorded April 10, 1942 in Volume 690 of Deeds, Page 331, under Auditor's No. 1297911; thence said West line being a meridian reference, South 55°30'00" East 260 feet; thence South 65°30'00" East 245 feet to the Westerly line of Chambers Creek County Road, now known as Phillips Road; thence along said Westerly line of road Easterly and Southwesterly to its intersection with the Northerly line of the plat of Oakbrook 4th Addition, according to plat recorded in book 35 of plats at pages 27 to 35, inclusive, which is a re-record of plat recorded in book 31 of plats at pages 52 to 60, inclusive; thence along said Northerly line Westerly to the most Northwesterly corner of Lot 36 of Oakbrook 4th Addition, being also the most Easterly corner of the plat of Oakbrook Townhouses, according to plat recorded in book 34 of plats at pages 55 and 56; thence due North to the center line Chambers Creek; thence on said center line of creek Easterly to a point North of the point of beginning; thence South to the point of beginning.

Questions of whether the tract of land conveyed by Hewitt Land Company and Tacoma Company to State of Washington by Deed dated January 9, 1917 and recorded May 15, 1918 in book 417 of Deeds at page 180 under Auditor's No. 490944, lies South of the center line of Chambers Creek.

Rights included in Deed for a portion of Northeast quarter of Northeast quarter of Section 27, Township 20 North, Range 2 East of the W.M., in Pierce County, Washington, made by Hewitt Land Company and Tacoma Company to the State of Washington dated January 9, 1917 and recorded May 15, 1918 in book 417 of Deeds at page 180 under Auditor's No. 490944, as follows:

"Together with the right to take water from Chambers Creek for fish hatchery purposes as now constructed at any point along said creek above the lands heretofore described and within 1500 feet of said lands or in the event of the construction of a dam, grantee is permitted to take water direct from dam."

Perpetual right to divert from Chambers Creek not to exceed six million gallons of water per day granted by Hewitt Land Company to Everett Pulp and Paper Company by agreement recorded October 9, 1931 in book 531 of Deeds at page 17 under Auditor's No. 1043768, reference to which instrument is made for full particulars.

May Affect said premises.

Covenants, conditions and restrictions, contained in instrument. Recorded under Auditor's No.: 2365658 as follows:

That no sand or gravel shall at any time be removed from the property hereby conveyed except for the purpose of improving the property and further covenants that it and they will not at any time, either directly or indirectly, enter into the commercial development or operation of sand or gravel pits of any type or any commercial operation to remove sand or gravel from the property hereby conveyed.

Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the herein named body of water, if navigable. Body of Water: Chambers Creek.

Any adverse claim by reason of any change in the location of the boundary of said premises which may have resulted from any change in the location of the river/creek herein named or its banks, or which may result from such change in the future.

Name of River/Creek: Chambers Creek

### 9309160061

### DEED OF RIGHT TO USE LAND FOR PUBLIC RECREATION PURPOSES

The Grantor, Pierce County, for and in consideration of monies coming in whole or in part from the Outdoor Recreation Account of the General Fund of the State of Washington and in fulfillment of terms of the Project Agreement identified below, conveys and grants to the State of Washington individually and as the representative of all the people of the State, the right to use the real property described below forever for outdoor recreation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Interagency Committee for Outdoor Recreation entitled Chambers Canyon, Project Number 91-123A signed by the Grantor on the 8th day of January, 1991 and by the Interagency Committee on the 13th day of November, 1990 and the application and supporting materials which are on file with the Grantor and the State in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for public outdoor recreation herein granted unless the State, through the Interagency Committee for Outdoor Recreation or its successors, consents to the inconsistent use, which consent shall be granted only upon conditions which will ensure that other outdoor recreation land of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent usefulness and location for the public recreation purposes for which State assistance was originally granted will be substituted in the manner provided in RCW 43.99.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 43.99.100 reads as follows:

"Marine recreation land with respect to which money has been expended under RCW 43.99.080 shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

The real property covered by this deed is described as follows:

That portion of the North half of SECTION 27, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE W.M., in Pierce County, Washington, described as follows:

Beginning 510 feet South of the North line and 350 feet East of the West line of said Northeast quarter of the Northeast quarter, said point of beginning being the Southwest corner of premises conveyed by Hewitt Land Company to E.J. Donahue by Deed dated July 18, 1940 and recorded April 10, 1942 in Volume 690 of Deeds, Page 331, under Auditor's No. 1297911; thence said West line being a meridian reference, South 55° 30' 00" East 260 feet; thence South 65° 30' 00" East 245 feet to the Westerly line of Chambers Creek County Road, now known as Phillips Road; thence along said Westerly line of road Easterly and Southwesterly to its intersection with the Northerly line of the Plat of Oakbrook 4th Addition, according to Plat recorded in Book 35 of Plats at Pages 27 to 35, inclusive, which is a re-record of Plat recorded in Book 31 of Plats at Pages 52 to 60, inclusive; thence along said Northerly line Westerly to the most Northwesterly corner of Lot 36 of Oakbrook 4th Addition, being also the most Easterly corner of the Plat of Oakbrook Townhouses, according to Plat recorded in Book 34 of Plats at Pages 55 and 56; thence due North to the center line Chambers Creek; thence on said center line of creek Easterly to a point North of the point of beginning; thence South to the point of beginning. 309160061

Re. No. 845 101 Date 9-1693
Pierce County

By Auth. Sign

Auditor's Note: This document is a photo copy, not certified, not original signatures.

DP

EXC. ATT. FEE \$2.00

This deed shall in no way modify or extinguish to Project Agreement, including the Grantor's ful land as set out in Paragraph 14 of the Project	inctions to operate and maintain the
Dated thisday	
By: /wg t/u	Title
ATTEST:	
	APPROVED AS TO CONTENT AND FORM ROGER MIENER PER JUNE 29 1993 AGREEMENT.
STATE OF WASHINGTON  :ss.  COUNTY OF Puril	
acknowledged to me that they signed and sea act and deed of said	at executed the foregoing deed and led the same as the free and voluntary and on oath stated trument and that the seal affixed is the
WITNESS my hand and official seal the day written.	and year in this certificate first above or the State of Washington residing in
NOTARY Public III and III	My commission expires 1-15-97
	RECORDED  CATHY PEARSALL-STIPEK AUDITOR PIERCE CO. WASH
Return to: P.C. Parks & Recreation 9112 hakewood DR S.W. Suite 1. Tacoma Wa 98499	21
1111	

## 18-1267 Chambers Creek Canyon Trail Development

K – Baldwin Deed







### AFTER RECORDING MAIL TO:

Pierce County, a Political Subdivision 9112 Lakewood Drive SW, Suite 121 Lakewood, WA 98499

Filed for Record at Request of: Ticor Title Of Washington, Inc.

### STATUTORY WARRANTY DEED

### THE GRANTOR(S)

Robert R Baldwin, William G Baldwin, Wanda C Doran, wife of Donald D Doran as their respective separate estates; and Bonnie J Martin, formerly Bonnie J Clark and formerly Bonnie J Baldwin, and Victor Martin, husband and wife, all in undivided interests

for and in consideration of Ten Dollars and Other Good and Valuable Consideration in hand paid, conveys, and warrants to

Pierce County, A Political Subdivision

the following described real estate, situated in the County of Pierce, State of Washington:

Beginning 510 feet South of the North line and 350 feet East of the West line of the Northeast Quarter of the Northeast Quarter of Section 27 Township 20 North Range 2 East of the W.M., in Pierce County, Washington;

thence on said West line being a meridian of reference South 55 degrees 30' East 260 feet; thence South 65 degrees 30' East 245 feet to the Westerly line of the Chambers Creek Road; 

subdivision;

thence South to the Point of Beginning.

Subject to Conservation Futures Covenants attached hereto and made a part hereof by reference as Exhibit "A".

Approved as to form:	Date:	
Deputy Prosecuting Attorney	<del></del>	
Approved and Accepted by the Undersigned, P Washington:	Pierce County A Political Subdivision of the State	e of
Assessor's Property Tax Parcel/Account Number:	0220-271-013	
Dated: March 3, 2006	_	
Robert R. Balderin  Robert R. Balderin  William G. Baldwin  Thanks C. Doran		
Wanda C Doran		

Bonnie J Martin

Escrow No.: 3092237-2

4120237 2 PGS 'B-10 7/97





### AFTER RECORDING MAIL TO:

Pierce County, a Political Subdivision 9112 Lakewood Drive SW, Suite 121 Lakewood, WA 98499

Filed for Record at Request of: Ticor Title Of Washington, Inc.

### STATUTORY WARRANTY DEED

### THE GRANTOR(S)

William G Baldwin

Wanda C Doran

Donald D Doran

Wanda Wood Baldwin, Robert R Baldwin, William G Baldwin, Wanda C Doran, wife of Donald D Doran as their respective separate estates; and Bonnie J Clark, formerly Bonnie J Baldwin, and Norman Allen Clark, husband and wife, all in undivided interests

for and in consideration of Ten Dollars and Other Good and Valuable Consideration in hand paid, conveys, and warrants to

Pierce County, A Political Subdivision

the following described real estate, situated in the County of Pierce, State of Washington:

Beginning 510 feet South of the North line and 350 feet East of the West line of the Northeast Quarter of the Northeast Quarter of Section 27 Township 20 North Range 2 East of the W.M., in Pierce County, Washington;

thence on said West line being a meridian of reference South 55 degrees 30' East 260 feet; thence South 65 degrees 30' East 245 feet to the Westerly line of the Chambers Creek Road; thence on said Westerly line of road Northerly 200 feet more or less to the center line of Chambers Creek;

thence on said line of Creek Westerly 245 feet to a point 350 feet East of said West line of said subdivision;

thence South to the Point of Beginning.

Subject to Conservation Future reference as Exhibit "A".	es Covenants	attached he		ade a part	_	
Approved as to form:	ting Attorney	Wa-	Date:	<u> </u>	<u> </u>	
Approved and Accepted by the Washington:	ndersigned, VPi	erce County	A Political S	Subdivision o	f the State	e of
Assessor's Property Tax Parcel/Acc	ount Number: 0	220-271-013				
Dated: March 3, 2006						
Wanda Wood Baldwin						
Robert R Baldwin						

Escrow No.: 3092237-2 LPB-10 7/97

### EXHIBIT "A"

### CONSERVATION FUTURES COVENANTS

In consideration of the Public Monies used in whole or part to acquire title to these lands, these Covenants shall run upon these lands in perpetuity and in fulfillment of the requirements necessary to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve wildlife habitat areas, farm, agricultural, and timber lands for the public use and enjoyment. Whomever shall be the steward and title holder of these lands shall not make or permit any use of these lands which is inconsistent with the requirements necessary to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve wildlife habitat areas, farm, agricultural, and timber lands for the public use and enjoyment. Further, whomever shall be the steward and title holder of these lands shall operate and maintain this property as follows:

- 1. The property and any improvements to the property shall be kept safe and clean.
- 2. Any sanitation and sanitary facilities present on the property shall be maintained in accordance with applicable state and local public health standards.
- 3. Any plans for improvements to these lands shall be reviewed and approval given by Pierce County or its successors to assure compliance these Covenants. This does not apply to routine maintenance. Improvements include but are not limited to picnic tables, viewpoints, rest areas, docks, benches, boat launches, restrooms, and parking lots. Work shall not commence without written approval from Pierce County or its successors.
- 4. Proposals for leases, easements, rights-of-way, and/or other conditions or restrictions, which could potentially limit the use of or alter the character of these lands, shall be reviewed and approved by Pierce County or its successor for compliance and consistency with these Covenants.
- 5. These lands shall be kept open for public use at reasonable hours and times of year.
- 6. These lands shall be open for the use of all segments of the public without restriction because of the race, creed, color, gender, religion, national origin or residence of the user.
- 7. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage public use.
- 8. These lands shall be operated and maintained in accordance with all applicable federal, state, and local laws and regulations.
- 9. User or other types of fees may be charged in connection with areas that are the subject of these Covenants, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.
- 10. These lands shall not be assignable in whole or in part without the express written consent of Pierce County or its successor.

Vactor & Martin

### STATE OF WASHINGTON

### **COUNTY OF PIERCE**

On this day personally appeared before me Robert Rabitwin, William G Baldwin, Wanda C Doran, Donald D Doran, Bonnie J. Martin, Victor Martin to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

CAROLE L. COOPER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES

**OCTOBER 15, 2007** 

Given under my hand and official seal, this the 17" day of March, 2006.

Notary Public in and for the State of Washington residing at University Place

My Commission Expires: 10/15/07

(SEAL)

Escrow No.: 3092237-2 LPB-10 7/97

File No. 3092237-2

# Legal Description Exhibit "A"

The land referred to herein is described as follows:

Beginning 510 feet South of the North line and 350 feet East of the West line of the Northeast Quarter of the Northeast Quarter of Section 27 Township 20 North Range 2 East of the W.M., in Pierce County, Washington;

thence on said West line being a meridian of reference South 55 degrees 30' East 260 feet; thence South 65 degrees 30' East 245 feet to the Westerly line of the Chambers Creek Road; ∟thence on said Westerly line of road Northerly 200 feet more or less to the center line of Chambers Creek;

Lthence on said line of Creek Westerly 245 feet to a point 350 feet East of said West line of said subdivision;

thence South to the Point of Beginning.